

<p>IN THE MATTER OF INTEREST</p> <p>ARBITRATION</p> <p>BETWEEN</p> <p>Village OF LEMONT</p> <p>AND</p> <p>METROPOLITAN ALLIANCE OF POLICE</p> <p>LEMONT POLICE CHAPTER 39</p> <hr/>	<p>)</p> <p>) Arbitration Award:</p> <p>) IL State Labor Relations Board Case</p> <p>) No. S-MA-99-220</p> <p>) Lemont Police Department</p> <p>) Interest Arbitration</p> <p>)</p> <p>)</p> <p>) Before Raymond E. McAlpin,</p> <p>) Arbitrator</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>
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APPEARANCES

<p>For the Employer:</p> <p>For the Union:</p>	<p>Nicholas E. Sakellariou</p> <p>Steve Jones, Village Administrator</p> <p>Robert Drew Irvin, Asst. Village Administrator</p> <p>John J. Vluis, Chief of Police</p> <p>Thomas P. Polacek, Attorney</p> <p>Rob Borowski, President</p> <p>Dan Tully, Officer</p> <p>Steve Smit, Officer</p> <p>Greg Smith, Officer</p>
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PROCEEDINGS

The Parties were unable to reach a mutually satisfactory settlement of their Labor Agreement and, therefore, submitted the matter to arbitration pursuant to the Illinois Public Employees Labor Relations Act. Mediation was held on March 13, 2000 and the Parties were unable to reach an agreement. Therefore, a hearing was scheduled on April 27, 2000 in

Lemont, Illinois. At this hearing the Parties were afforded an opportunity to present oral and written evidence, to examine and cross-examine witnesses, and to make such arguments as were deemed pertinent. The Parties stipulated that the matter is properly before the Arbitrator. Final briefs were received on this matter on July 5, 2000.

ISSUES

	<u>Union</u>	<u>Employer</u>
Wages:	The Union has proposed a step plan with starting rates and increases every year for 7 years effective May 1, 1999 and May 1, 2000.	The Employer has proposed a 3-year proposal to transition the Wages from the format of the Preceding agreement to a 9 step plan at the end of the Agreement retroactive to May 1, 1999.
Longevity:	After 10 years, \$250; after 15 years, \$500; after 20 years, \$750.	Status quo.
Stipends:		
Officer in Charge	Increase to \$2 per hour.	Status quo
Canine	1 hour per day at the applicable overtime rate for each scheduled day off and 1 hour per scheduled shift for care & grooming of the canines.	1.25 hours of release time Per scheduled 12 hour shift And 1 hours of release time for an 8 hour shift.
Drug/Alcohol Policy:	Employer would be limited to rules & regulations relating to alcohol & drug as of the date of the execution of the agreement.	Status quo. Employer would agree that bargaining would be required if the Employer desires to implement a random drug & alcohol testing policy.

**Educational
Benefits:**

Language	Status quo.	Language changes.
Amounts	\$2,000 per year	Status quo.
Sick Leave		
Buy-back:	50%	Status quo.

STIPULATIONS OF THE PARTIES

The Parties made identical offers for Section 31.1, overtime, and Section 31.6, effects bargaining. Therefore, these two items will be made part of the award in this case and will become part of the new Collective Bargaining Agreement.

COMPARABLE COMMUNITIES

The Union and the Employer agree to Lockport and Palos Heights as comparable communities and they shall be, by virtue of this award, made part of the comparables for this bargaining group. The Employer would add to the two noted above Mokena, Matteson, New Lennox, and Crest Hill. The Union would add Chicago Ridge, Hickory Hills, LaGrange Park, Plainfield and Western Springs. As noted in his Nashville, Illinois decision, this Arbitrator considers the setting of comparables to be one of the most important elements in interest arbitration. The term, comparable, appears in most, if not all, interest arbitration statutes. For this Arbitrator that term has come to mean comparability in several areas - geographic, size, tax base, hours and work duties, and labor market.

With respect to the above criterion, the Arbitrator finds that in suburban Chicago there are four distinct geographic regions - North Shore, Northwest Corridor, West Corridor

and Joliet. With respect to the geographic consideration and size and tax base, the Arbitrator finds that the following communities, in addition to Palos Heights and Lockport, which have been agreed to by the Parties, constitute the most appropriate comparable base: Mokena, New Lennox, Crest Hill, and Plainfield. The other communities cited by the Parties and, indeed, other communities within the close geographic area, such as Bolingbrook, Romeoville, Orland Park and Tinley Park, are simply not comparable to Lemont based on the above criteria. Therefore, the Arbitrator finds that the above listed communities shall be the comparables for this matter.

STATUTORY CRITERIA

(h) Where there is no agreement between the Parties, or where there is an agreement but the Parties have begun negotiations or discussions looking to a new agreement or amendment of the existing agreement, and the wage rates or other conditions of employment under the proposed new or amended agreement are in dispute, the arbitration panel shall base its findings, opinions and order upon the following factors, as applicable:

1. The lawful authority of the Employer.
2. Stipulations of the Parties.
3. The interests and welfare of the public and the financial ability of the unit of government to meet those costs.
4. Comparison of the wages, hours and conditions of employment of the employees involved in the Arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:

1. In public employment in comparable communities.
2. In private employment in comparable communities.
5. The average consumer prices for goods and services, commonly known as the cost of living.
6. The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment and all other benefits received.
7. Changes in any of the foregoing circumstances during the pendency of the Arbitration proceedings.
8. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, Arbitration or otherwise between the Parties, in the public service or in private employment.
- (i) In the case of peace officers, the arbitration decision shall be limited to wages, hours and conditions of employment and shall not include the following: (i) residency requirements; (ii) the type of equipment, other than uniforms, issued or used; (iii) manning; (iv) the total number of employees employed by the department; (v) mutual aid and assistance agreements to other units of government; and (vi) the criterion pursuant to which force, including deadly force, can be used; provided, nothing herein shall preclude an arbitration decision regarding equipment or manning levels if such decision is based on a finding that the equipment or manning considerations in a specific work assignment involve a serious risk to the safety of a peace officer beyond that which is inherent in the normal performance of police duties.

Limitation of the terms of the arbitration decision pursuant to this subsection shall not be construed to limit the factors upon which the decision may be based, as set forth in subsection (h).

BACKGROUND FACTS

The Village of Lemont is a non-home rule municipality located in Cook, Will and DuPage Counties. The Village is governed by a president and Board of Trustees with a Village administrator running the day-to-day operations. The Village's population in 1997 was approximately 11,400 residents covering 4.5 square miles, has an equalized assessed real estate valuation of \$200,000,000 and is subject to the Illinois tax cap legislation.

The full time work force is 67 employees with 26 full time police officers, 19 of which are in the bargaining unit. By law the Department operates under the Illinois Fire & Police Commission Act which establishes a board of fire and police commissioners.

The Collective Bargaining Agreement at issue is a successor agreement between the existing collective bargaining unit and the Village of Lemont. The expiring Agreement was the first negotiated between the Village and the Metropolitan Illinois Alliance of Police Chapter 39. The Parties entered into negotiations and, ultimately, mediation during 1999-2000 and were unable to reach an agreement on a number of issues, therefore, under the statute necessitating this interest arbitration.

UNION POSITION

The following represents the arguments and contentions made on behalf of the Union:

Drug/Alcohol Testing:

There currently is no policy dealing with the issues of drug and/or alcohol testing of police

officers or other employees of the Village. The Union's proposal requires the Village to negotiate the substance and implementation of a testing policy. Such policy has been found by the courts to be a mandatory subject of bargaining. The Village's offer appears to treat the issue as a non-mandatory subject solely within the chief's managerial policy.

Educational Benefits:

The Village's offer attempts to change the substance of the previously agreed educational reimbursement procedure. The Union wishes merely to increase the maximum reimbursement amount. The existing Village personnel policy manual provides for tuition reimbursement up to \$2,000 per non-Union employee per fiscal year. The recently expired Collective Bargaining Agreement provides for 100% tuition reimbursement up to a maximum of \$500. The Village's proposal maintains the lower maximum reimbursement while adding additional restrictions. The Village's final offer requires repayment of funds should the officer leave the Village's employ within one year of completing the course. Comparables show that the Union's final offer for arbitration is more reasonable. The Union's proposal is much closer to the average than that of the Village. The Union would note that the Village's own comparables support the Union's position.

Sick Leave Buy-back:

Currently police officers receive a payment of 25% of accrued leave at retirement, a maximum of 360 hours. Based on the fact that most Lemont officers work 12 hour days, this would be a payment of a maximum of 30 days of accrued sick leave. The Union wishes to increase the maximum pay-out to 60 days. The Union's comparable communities support the Union's final offer. These communities provide for an average buy-back of 89.25 days. Chicago Ridge provides for an annual buy-back of a maximum of six days per year. The Union's offer is more reasonable than that of the

Village. The Union's proposal, although still providing for lower benefits, provides progress towards the average benefit for the communities.

**Base Annual Salary:
Wage Scale**

Prior to Unionization the Lemont police officers received pay based on a seniority based step plan. In the early 90's the Village eliminated the step plan and replaced it with a merit based system with no specific seniority steps. Following this change the police officers organized for collective bargaining purposes. Initially, the unit was represented by Teamsters Local 714. During the first negotiations efforts were made to eliminate the merit plan and return to a seniority based step plan. This was rejected by the Village. During the successor agreement the Union also made an attempt to eliminate the merit pay plan. This was once again rejected, although the existing plan was modified by grouping officers together based loosely on seniority. The Union was told that in the next agreement a step system would be created.

The comparable communities support the Union's final offer. The average number of years for officers to reach top salary is 7.0 years. The Union's final offer is for a wage plan with a 7-year top salary. The Village has recognized the necessity of incorporating the step plan into the Agreement. The Village's proposal itself attempts to do so. Even the Village's comparable communities support this proposal. The number of years to top salary for the Village's comparable communities is 7.3 years.

Base Annual Salary: Wage Increases

The Lemont police officers along with those employed by the Village of Plainfield historically were among the very lowest paid in the geographic area. The Plainfield officers improved their

situation, yet the Lemont police officers remained significantly and unreasonably behind all comparable communities by many thousands of dollars. While the Union's proposal makes an effort to alleviate the disparity, the Village's offer maintains the tremendous gap. The Union provided a number of comparisons in support of this position.

Retroactivity

It is unfair to penalize employees for the delay built into collective bargaining and/or the interest arbitration procedures. Withholding payment of retroactive wages tends to encourage delay in reaching settlement of the contract. The Village failed to present any justification for the denial of retroactive pay to covered officers in this case. The Union made every effort to bargain in good faith with the Village. There was no evidence presented that the Union caused any of the delays in the bargaining process.

Stipends-Officer in Charge Pay

Control officers assigned to the position of officer in charge are in charge of a shift in the absence of a sergeant. A number of additional responsibilities are added to the control officer's duty when assigned to such positions. In addition, the officer subjects him/herself to discipline for properly carrying out these duties. Most of the comparables pay police officers premium compensation for assignment to the position of OIC. Likewise, the Villages own comparable communities support the Union's final offer for OIC pay. Therefore, the Union's position is clearly more reasonable than the Village's final offer.

Stipends-Canine Officer

Off-duty time expended in the care and training of the Canine Unit dog must be compensated under the U.S. Fair Labor Standards Act. Union Exhibit 2 sets forth the duties of the Canine Officer.

Also set forth are the off-duty responsibilities as described by the current Canine Officers. According to his estimates, he spends approximately 54 hours per month in the off-duty care and training of the canine. While the chief questioned some of this time, he admitted he has not spent any time with the officer on or off duty to evaluate what he does with the dog. The officer's off-duty requirements are listed in great detail in the Union's exhibit. Based on this, the Union's offer is more reasonable than the Village's on this issue and should be adopted by the Arbitrator.

Longevity Stipend

Admittedly, few of the Union's comparables provide a longevity benefit. When compared, however, to those communities that do provide a longevity stipend, the Union's offer is reasonable. The Union would draw the Arbitrator's attention to the Palos Heights pension incentive and the Crest Hill longevity benefit.

Termination of Agreement

Arbitrators have recognized the value of providing Parties with a reasonable time to return to the bargaining table should the provisions awarded in the Collective Bargaining Agreement prove to be unfair or impractical. The Union has some doubts regarding the Village's ability and/or intent to make progress towards fair and equitable compensation system. Therefore, the Union proposes an agreement with a 2-year duration and requests that even assuming a contrary decision with respect to wage issues themselves, the Arbitrator should award an agreement of the shorter duration. Despite the fact that the Parties have earlier agreed to 3-year agreements, an award of a 2-year agreement will allow the Parties to return to the negotiating table soon so that they may continue to make efforts in addressing the reasonable concerns of both sides.

In light of the statutory criteria and the evidence presented, the Union strongly believes that

its position is more reasonable and rational when compared with other municipalities of similar size, nature, geography and economics. The Union's position is also supported by review of historical bargaining practices between the Parties. The Union's proposal is an attempt to provide an overall compensation package that allows Lemont police officers to move within the range of its comparable communities. Therefore, the Union respectfully requests that its positions be upheld by the Arbitrator.

EMPLOYER POSITION

The following represents the arguments and contentions made of behalf of the Employer:

The Employer would note that the tentative agreements reached in these negotiations have reduced none of the Union's wages, benefits, or other conditions of employment. The only changes tentatively agreed to will result in increased benefits. These would include the increase in life insurance benefit, fully paid health insurance for spouse and minor children of an employee who dies in the performance of his duties, a \$5000 burial benefit, and a \$100 increase in the annual uniform voucher.

Of the factors to be considered by the Arbitrator, the Employer would point to an exceptional stability of employment. In the last 10 years, only 4 officers have left the department. Of those 4, 2 have left voluntarily--one approximately 8 years ago, and one approximately 2 years ago. The other 2 left involuntarily. The Village has not experienced any problems in attracting applicants for the department. The Village has more acceptable applicants than positions available. The Employer would also ask the Arbitrator to note the data involving the consumer price index and the fact that the Village operates under tax cap legislation.

Open Items Wages

The Employer has proposed a 3-year wage offer retroactive to May 1, 1999. This proposal is designed to be a transition from the format of the preceding agreement to a 9-step plan at the end of the agreement. This proposal raises the starting wage by more than 32% by the third year of the proposal. Employees would receive increases of a total of 12.99% on the low end to a high of 36.41% on the high end, a total compounded cost over 3 years of approximately \$396,000.

The Union has made a 2-year proposal, which would increase the starting wage by more than 22% in the first year. Over the 2 years, it would cost the Village over \$162,000 more than the Employer's proposal. The Employer would note that the previous 2 agreements were arrived at on a voluntary basis. During the last 3-year period, the police department received wage increases in excess of what the rest of the Village's workforce received. This was due to the fact that the Village and the Union were trying to work towards a revised pay plan which would include a step process. Because other employees of the Village have averaged a 5% increase over the last 3 years since 1996, the internal comparability factor favors the Employer's proposal.

With respect to external comparability, the Employer's comparables utilize municipalities which have revenue sources that are significantly higher than the Village of Lemont's. Among the Union's comparables, they made much of the Plainfield agreement, which came through a voluntary agreement of the Parties. When looking at the last 3 years and considering the top salaries, the Village of Plainfield was well behind the Village of Lemont. Plainfield did choose to modify its wage schedule at one time, whereas Lemont started to make changes sooner and has chosen to achieve its goal over a period of time. In a review of the external comparables, it is evident that while no exact comparisons are possible, where municipality generally falls within a range of salaries, there is no

reason to grant an extraordinary increase in arbitration, such as the Union has proposed.

The Employer would argue that its wage proposal is the more reasonable. A 3-year proposal is consistent with the term of each of the previous agreements, whereas the Union's proposal is only 2 years. The Employer has agreed to commence the process of changing the wage benefit from one with no step plan to one with a step plan, and is attempting to reach that goal over time. In addition the Employer has agreed to eliminate the lowest step of the schedule each year over the 3 years of the proposal to effect a much needed increase in the starting wage. The bottom line is that the Union's proposal costs the Village in excess of \$160,000 more than the Employer's proposal over the next 2 years. There is no justification for such extraordinary increases. Therefore, it is the Employer's wage proposal that is more reasonable and should be adopted.

Longevity

The current agreement does not contain a longevity component, and the Employer proposes to maintain the status quo. The Union has proposed a longevity paid provision. The Employer would note that the Village does not provide longevity payment for any of its employees. A review of the external comparables shows that while some departments provide longevity payments, many do not. The Union has asked the Arbitrator to break new ground, via interest arbitration. Interest Arbitrators have found that in the area of new ground, the party that wants to deviate from the status quo must provide compelling justification. None exists in this matter; therefore, the Union's proposal should be rejected.

Drug & Alcohol Policy

The Employer proposes to maintain the status quo, not providing language in the agreement, which locks in current department rules and regulations relating to all alcohol and drug use. The

Employer has agreed to require bargaining if the Employer desires to implement a random drug and alcohol testing policy. The Union has proposed to limit rules and regulations relating to alcohol and drugs as of those in existence as of the date of the execution of the agreement. It also proposed bargaining if the Employer desired to implement a random drug and alcohol policy. Again, the external comparables are a mixed bag, with some municipalities providing for language and some where the contract is essentially silent. Of the Union's comparables, only Western Springs' provides language relating to drug and alcohol testing. The Union is attempting to break new ground here since the department has always had the right to make rules and regulations for the department. The Union's proposal does not address drug and alcohol testing by providing specific guidelines, but it merely is an attempt to curtail the chief's management rights. No other comparable municipality subscribes to language which merely limits the chief's authority to make rules and regulations relating to drug and alcohol abuse.

Educational Benefits, Dollar Levels

The Employer has proposed the status quo in the amount of educational reimbursement in the amount of \$500 per year. The Union has proposed to increase the benefit to \$2000 per year. The Employer does provide a \$2000/year benefit for other Village employees but has restrictions on its usage. All of the comparables provide varying forms of tuition reimbursement. The Union's position would set the Village at the highest level.

Educational Benefits Language

The Employer notes that there is restrictive language for other Village employees, which is not contained in the Union's proposal. The Union has argued that the police department employees should receive the same benefit as is accorded to other Lemont employees, but it has not accepted

a proposal that would provide contract language which parallels the current Village policy as to tuition reimbursement.

Sick Leave Buy-Back

The Employer wishes to maintain the status quo wherein employees would be paid for 25% of any unused accumulated sick leave after 20 years of service. The Union has proposed a 50% payment. The Employer does not provide sick leave buy-back for the rest of its workforce, and with respect to external comparables, again this is a mixed bag with varying comparables utilizing different systems of payment. The current benefit provided by the Employer is within the mainstream of those municipalities that even provide such a benefit. The proposal for a 50% buy-back is not supported by the external comparables and certainly not supported by internal comparability. Therefore, the maintaining of the status quo is the most reasonable proposal.

Stipends-Officer in Charge Pay

The Employer has proposed to maintain the status quo, which is a \$1 per hour premium. The Union proposed to increase the stipend to \$2 per hour. Again the external comparables are mixed. The annual increase of the Union's proposal is 2000, and the Union has failed to set forth any compelling reason for modifying the status quo.

Stipends-Canine

The current contract does not provide for any stipend for the canine officer. The Employer's proposal provides that the canine officer will receive 1.25 hours of release time per scheduled 12-hour shift and 1 hour of release time per scheduled 8-hour shift as total compensation for care of the canine. The Union has proposed one hour per day at the overtime rate for each scheduled day off and one hour per scheduled shift for the care and grooming of the canine. Most comparable

communities do not provide for canine compensation. The chief testified that when he was canine officer, the practice of the department fully compensated for the required care of the canine. The Employer's proposal exceeds the current practice in that in a 14-day period, the officer would have 8.5 hours off to compensate him for off-duty care of the canine. The officer may also care for the canine while on duty. Therefore, the Employer's proposal is more reasonable and should be adopted.

The Union has requested an increase in the current benefit or a new provision in each of the open issues. The Union has failed to provide evidence which meets its burden of fully supporting its position. Interest arbitration should not be used to avoid collective bargaining, and the granting of breakthrough proposals would encourage the bypassing of the collective bargaining process. This is particularly true of wages. The Employer's proposals, therefore, are the most reasonable and must be adopted.

DISCUSSION AND OPINION

The role of an Arbitrator in interest arbitration is substantially different from that in a grievance arbitration. Interest arbitration is a substitute for a test of economic power between the Parties. The Illinois legislature determined that it would be in the best interest of the citizens of the State of Illinois to substitute compulsory interest arbitration for a potential strike involving security officers. In an interest arbitration, the Arbitrator must determine not what the Parties would have agreed to, but what they should have agreed to, and, therefore, it falls to the Arbitrator to determine what is fair and equitable in this circumstance. The statute provides that the Arbitrator must pick in each area of disagreement the last best offer of one side over the other. The Arbitrator must find for each open issue which side has the most equitable position. We use the term "most equitable" because in some, if not all, of last best offer interest arbitrations, equity does not lie exclusively with

one side or the other. The Arbitrator is precluded from fashioning a remedy of his choosing. He must by statute choose that which he finds most equitable under all of the circumstances of the case. The Arbitrator must base his decision on the combination of 8 factors contained within the Illinois revised statute (and reproduced above). It is these factors that will drive the Arbitrator's decision in this matter.

Prior to analyzing each open issue, the Arbitrator would like to briefly mention the concept of status quo in interest arbitration. When one side or another wishes to deviate from the status quo of the collective bargaining agreement, the proponent of that change must fully justify its position, provide strong reasons, and a proven need. It is an extra burden of proof placed on those who wish to significantly change the collective bargaining relationship. In the absence of such showing, the party desiring the change must show that there is a quid pro quo or that other groups comparable to the group in question were able to achieve this provision without the quid pro quo. In addition to the statutory criteria, it is this concept of status quo that will also guide this Arbitrator when analyzing the respective positions.

Drug and Alcohol Testing

With respect to drug and alcohol testing, the Union has not met its burden under the status quo concept, that there is a need for a change in the collective bargaining agreement. This matter would impinge upon what is normally considered management rights. There is no uniformity among comparables, and most importantly there is no showing that the Employer has abused its managerial authority in this area. The Employer has agreed that should it wish to implement a policy of random testing, it will negotiate that with the Union prior to implementation. The Arbitrator will make that offer as part of this award, and therefore there is no need to include that in the collective bargaining

agreement.

Educational Benefits

The Arbitrator finds much support withing the internal comparables for the Union's position of a \$2000 annual educational reimbursement. In this Arbitrator's opinion it is advantageous for the Employer and the employees alike to encourage employees to continue and complete their education. A \$500 annual reimbursement is simply not realistic in this day and age. Therefore, the Arbitrator will find that it is the Union's proposal that most closely meets the criteria as stated in the act. The Arbitrator makes this finding despite the showing that among the external comparables, this would place Lemont at or near the top.

Educational Reimbursement Language

For this item the Arbitrator finds that it is the Employer's position that most closely meets the statutory criteria. This language would be the same as for all other Village employees, and of course any decisions that the Employer makes under this language must meet the test that they are not arbitrary, capricious, discriminatory or unreasonable. The combination of the new benefit level and language makes this item appropriate for this collective bargaining agreement.

Sick Leave Buy-Back

While this Arbitrator feels that it is to the advantage of the Village and its residents to encourage its police officers not to utilize their sick leave, there is little or no support within the comparables, either internally or externally for this proposal. There is nothing in the record that makes a persuasive case for a change in the collective bargaining status quo that would result in an entirely new benefit to the workforce.

Stipend-Officer in Charge Pay

While the external comparables do not entirely support the Union's position, criterion #8 under the statutorily mandated factors has meant to this Arbitrator that the general principles of job evaluation would apply. Given the additional duties required of the officer in charge, the current stipend in the collective bargaining agreement does not adequately compensate the officer in charge for the additional responsibilities. The Union's position is more closely aligned to the compensation that would be appropriate given the additional responsibilities. Therefore, the Arbitrator will find that the Union has met its burden of proof with respect to the officer in charge stipend.

Stipend-Canine Officer

In this element, both Parties have deviated from the status quo. The Arbitrator would have to determine, then, which position is most appropriate given the additional responsibilities for the canine officer. A review of the record in this matter has convinced the Arbitrator that it is the Employer's position that is more closely related to the additional responsibilities of the canine officer. This is particularly true since the officer has the opportunity to perform some of the animal care duties while he is on duty. All in all the Arbitrator finds that it is the Employer's proposal that most closely meets the statutory criteria.

Wage Scale Retroactivity

It has long been this Arbitrator's view that were interest Arbitrators to fail to award full retroactivity on any wages that become part of the final agreement, that this would severely chill the collective bargaining process and unnecessarily rush the Parties when there is still potential opportunity for agreement. This is particularly true where there is no showing, as there is in this case, that either party has unnecessarily delayed the proceedings. Therefore, the Arbitrator will find that

whatever wage proposal and benefit increases are approved in this contract, they shall be fully retroactive.

Wages, Length of Agreement

With respect to the citizens of the Village of Lemont, this is obviously the most important element in the collective bargaining agreement. The Village has recognized that for the past several years that the old system of wage payments to the police department was inappropriate, and the Village has been moving towards a step system ever since. This would include its proposal in the current round of collective bargaining. For the Union, it is their position that this progress has not been fast enough. The Union has therefore proposed immediate movement to a step system, which will require a significant amount of additional expense to the Village. Regarding the statutorily mandated factors, the lawful authority of the Employer and the stipulations of the Parties are not at issue. The issue of interest in the welfare of the public can go in each direction. It is in the Village of Lemont's residents' best interest that they have a happy and satisfied police department. On the other side of the coin, the Employer has been able to show that there is low turnover and no shortage of qualified applicants for openings within the police department. Also, there is no showing that the Village is unable to meet these costs. We are then left with comparables, both internal and external, the consumer price index and overall compensation. Given those criteria, the Arbitrator finds that it is the Employer's proposal, while not fully addressing the problems brought forth by the Union, that most closely meets the statutory criteria. The Employer has stated on the record that it intends to move forward towards a fully implemented step plan over a reasonable period of time. The Arbitrator will hold the Employer to that representation and make that representation part of the overall award in this matter. However, given the circumstances of this case, the employees would wish to deviate

dramatically from the wage provisions that have been the status quo in this matter, and given the Employer's willingness to move in an appropriate direction, the Arbitrator would find that it is the Employer's position that most closely meets the statutory criteria.

With respect to the duration of the agreement, historically this bargaining unit has settled on a voluntary basis for 3-year contracts. We are already through the first year of the current collective bargaining agreement when executed. The Arbitrator therefore finds nothing in the record or under the statutory criteria that would allow him to approve of a shorter time span for this collective bargaining agreement, and therefore a 3-year contract is appropriate.

AWARD

Under the authority invested in the Arbitrator by Section 14 of the Illinois Public Employees Labor Relations Act, the Arbitrator selects the last best offers as noted above.

The Arbitrator directs that the provisions noted above, along with the predecessor agreement as modified by the tentative agreements previously agreed to, will constitute the 1999-2002 collective bargaining agreement between the Parties.

Signed in Chicago, Illinois this 16th day of August, 2000.

Raymond E. McAlpin, Arbitrator